

at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid, together with the local cess at one anna per rupee, education cess at 6 pies per rupee and railway cess at 3 pies per rupee on the whole sale amount failing which, the right will be resold or worked departmentally at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of Land Revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. All fuel yielding trees except those reserved by the department will be sold for a lumpsum amount for the whole coupe.

5. Power is reserved to the District Forest Officer or such other officer conducting the sale as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale the person whose bid is accepted, shall deposit a sum of Rs. 50 (rupees fifty) or 25 per cent of the sale amount whichever is less, for each coupe as security towards the due fulfilment of this contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, or a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

- (a) That he shall fell and remove the fuel trees purchased by him before the 15th June 1931.
- (b) That he shall make the fellings of the trees in a methodical manner from one side of the coupe coppicing the stamps of the trees felled leaving the standard trees marked on the area intact along with all the trees less than one foot in girth, trees yielding Minor Forest Produce and all trees, shrubs and thorny growths that are coming up within a radius of six feet from sandal trees and saplings.
- (c) That each consignment of fuel shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.
- (d) That if any tree, shrub, or growth reserved by the department as noted in clause (b) *supra* is cut he shall pay a fine not exceeding Rs. 10 per tree.
- (e) That he shall abide by the rules of the department as regards the kindling of the fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.
- (f) That no operation shall take place in the forest after sunset and before sunrise.
- (g) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.
- (h) That he shall have no right whatsoever over the coupe and over the fuel paid for but left unremoved in any of the coupes, after 30th June 1931.
- (i) That he shall maintain a register, in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of fuel resulting therefrom and shall keep it open for the examination of Forest Officers above the grade of guards.
- (j) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and the latter may, after issuing to the contractor a notice of the cancellation of the contract, enforce forfeiture of all or any part of the deposit and shall resell the right of working it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

H. S. NARAYANA RAO,
District Forest Officer.

KOLAR DISTRICT.

Dated 16th September 1930.

Tenders are invited for the purchase of the exclusive right of collecting the Minor Forest Produce and Tamarind on all Government unoccupied lands, Aburat Mahal Kavals, State Forests, Reserved Lands, and Plantations up to 30th June 1932 in the Bowringpet Taluk of the Kolar District, so as to reach the District Forest Officer, Kolar District, Kolar not later than 2 P.M. on 3rd October 1930.

N.B.—Tenders may be for the whole of the Bowringpet Taluk or separately for Minor Forest Produce (other than Seethapal, Thangadi and Kakké Barks) and Tamarind, as the case may be.

Tender should be superscribed "Tender for the purchase of Minor Forest Produce" and should be accompanied by a deposit of Rs. 100 in currency Notes which will be returned in the case of unsuccessful tenderers, each tenderer should produce a solvency certificate from the Amildar of the Taluk in which he resides.

For other conditions of the sale, see detailed Notification published in Part VI, page 861-864 of the *Mysore Gazette*, dated 31st July 1980.

M. A. VARADACHAR,
District Forest Officer.

BHADRAVATI DIVISION.

SALE OF TIMBER.

Notification dated 10th September 1980.

The undermentioned quantities of old stock of timber will be sold by public auction under the following conditions at the following Depots of the Hebhe Sub-Division by the District Forest Officer, or by any other officer deputed by him for the purpose on the date noted against each Depot:—

Sl. No.	Name of depot	Description of timber more or less				Other kinds	Date of sale	Place	Remarks
		Teak	Mathi	Honne	Bite				
1	Hebhe Depot	Class of parodia 75 C.ft.	0 ft.	0 ft.	0 ft.	C.ft.	15th October 1980	Forest Sub-Division, Office at Tadur, at 12 noon	See note on page 115
2	Sayo do	188 "	4,293	51	01	4,521			
3	Munahole Depot	42 "	2,436	123	..	186			
4	Kabla do	410 "	583	..	..	1,927			
	Total	589 "	7,310	1-4	01	6,624			

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the Department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities full value thereof, will be accepted if tendered on the spot, and the payment of deposit in such cases will not be insisted.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sale of timber the amount exceeds Rs. 1,000 in each case is subject to the confirmation by the Commissioner and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay the full sale amount including the earnest money deposit as per clause 1 *supra* to the officer conducting the sale and obtain in return from him a receipt vouching for the payment. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Revenue Regulation. In calculating such losses, the initial deposit forfeited to Government shall be taken into account.

In cases of resale for default of payment of value where no bidders are forthcoming it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance if any, deducting the price so fixed from the original sale amount. A registered notice shall be issued to the defaulter intimating the price fixed by the District Forest Officer, for the resale, which will be recovered as arrears of land revenue.